

City of Seattle
Seattle Department of Parks and Recreation

2014 SMALL CONSULTANT AGREEMENT UNDER \$50,000
FOR

**Wetland and Wildlife Habitat Identification and Evaluation & Geotechnical Considerations
associated with the Cheasty Mountain Bike / Pedestrian Pilot Trail Project.**

AGREEMENT NUMBER: # _____ TBD _____

This Agreement is made and entered into by and between the City of Seattle ("the City"), a Washington municipal corporation, through its Seattle Parks and Recreation Department, as represented by the Parks Director; and Environmental Science Associates ("Consultant"), a corporation of the State of California and authorized to do business in the State of Washington.

1. SCOPE AND TERM OF AGREEMENT

Scope of Services

The Scope of Work of this Agreement and the time scheduled for completion of such work are as follows:

TASK 1 – Map and Literature Review. ESA will review existing literature, maps, and other materials to identify vegetation types, wildlife use, and wildlife habitats in Cheasty Greenspace and the vicinity. ESA will query the Washington Department of Fish and Wildlife Priority Habitats and Species and Washington Natural Heritage databases for information pertaining to this area, as well as City of Seattle databases. ESA will review the most up-to-date guidance on protection of wildlife habitats and determine what is required for documentation or potential future permits. ESA will contact local agency staff to verify or obtain updates to the current information if necessary. ESA will review the local wetland inventory and the National Wetlands Inventory to identify potential wetland areas in the vicinity.

TASK 2 – Habitat Assessment. ESA biologists will conduct a one-day field visit to characterize habitats, document dominant plant communities, assess general habitat quality in the project area, and observe wildlife species in the vicinity. Field assessments will be focused on the proposed trail alignments, with general observations throughout the Greenspace. Habitat assessment methods described in *Wildlife Habitat Relationships in Oregon and Washington* (Johnson and O'Neil, 2001) will be used to describe and evaluate common habitat types in the Cheasty Greenspace. ESA will prepare a general habitat map identifying wildlife habitat types in the Greenspace and a habitat assessment memorandum that summarizes the findings from the literature review, habitat assessment, and field surveys. The memo will include a summary of observed and expected wildlife species, including anticipated season of use, type and level of use (foraging, feeding, nesting, transient, etc.). The memorandum will also include brief descriptions of existing habitat types. A discussion of potential permits or conditions that would likely be required by DPD under DMC 25.09 to protect wildlife habitats, trees, and vegetation in Cheasty Park will be included.

TASK 3 –Wetland Reconnaissance. ESA biologists will review existing information and conduct a field visit to determine the presence or absence of wetlands along the proposed Cheasty Trails alignment. Wetlands will be identified based on field conditions by applying the wetland determination method described in the Regional Supplement (Western Mountains, Valleys, and Coast) to the Corps of Engineers 1987 Wetlands Delineation Manual. ESA field staff will record the approximate the wetland boundaries using a Trimble Geo-XT GPS.

ESA will prepare a brief technical memorandum summarizing the results of the wetland reconnaissance. The letter will include a description of hydrology, soils, and vegetation of potential wetlands on the project site. If wetlands are present, ESA will provide a summary of the wetland classification, preliminary state rating, and local classification.

The purpose of the memo is to provide information to facilitate site design. The field investigation and summary memo will not meet the requirements necessary for wetland permitting by the Corps of Engineers, Washington Department of Ecology, or the City of Seattle, but will facilitate trail design and location.

Deliverables:

- Draft Wetland and Wildlife Habitat Technical Memorandum and sketch map (electronic submittal); Final Wetland and Wildlife Habitat Technical Memorandum (electronic submittal in PDF file format).

Assumptions: Field work will occur within two weeks of notice to proceed. ESA will be provided with the existing information and available site plans prior to field work.

- The Draft Memorandum will be submitted within three weeks of conducting field work.
- This scope includes identifying general wildlife use based on current habitat conditions. ESA staff will note wildlife species observed during the field investigation to ground-truth habitats; however, this scope does not include specific surveys as needed to definitively verify use of the site by specific species or assess the level of use of any species.
- Species of terrestrial wildlife, particularly invertebrates that are not included in the resource databases and/or wildlife that cannot be readily observed during the pedestrian survey may still occur on site. ESA will assess the likelihood of their presence based on site conditions, but specific surveys will not be conducted.
- The Draft Wetlands and Habitat Assessment memorandum will undergo one round of review by City Parks staff. ESA will complete one revision of the documents to address comments.
- This scope does not include a professional tree survey or risk assessment.
- This scope does not include permit applications or related review.

TASK 4 –Geotechnical Services. The scope of work to be conducted by HWA GeoSciences for the Cheasty Greenspace project includes the following elements:

- HWA will review all readily available geotechnical information from the vicinity of the proposed project. This will include a review of the existing geotechnical report for the project site (Stantec, November 2014), available geologic maps, online databases, and HWA's library of geotechnical explorations to provide insight into the site soil conditions.
- HWA will complete a one day site reconnaissance of the proposed trail alignment to identify areas requiring further study and explorations. The site reconnaissance will include the visual and near surface evaluation of steep slopes and areas of instability in the vicinity of the proposed trail alignment. During this site reconnaissance HWA will stake the location of proposed explorations and coordinate one-call utility locates.

- After utility locates are done, HWA will complete one day of field explorations consisting of shallow hand borings and associated Dynamic Cone Penetrometer (DCP) tests at the previously identified area of interest. These explorations will be conducted by a licensed geologist to identify the existing site soils and their geometry.
- Laboratory testing will be conducted on representative soil samples obtained from the borings explorations to determine engineering and index properties of the site soils. Laboratory tests will include natural moisture content and grain size distribution.
- HWA will conduct geotechnical engineering analyses with respect to the proposed trail alignment. These analyses will include evaluation of slope stability, erosion potential, and suitability of subgrade soils to support at-grade and paved/walk trail sections.
- HWA will attend one meeting with the design team to discuss the results of our field explorations and analysis. We assume that this meeting will take place at the Seattle Parks Department offices.
- HWA will prepare a draft geotechnical engineering report summarizing the results of our investigation, and presenting our conclusions and recommendations. HWA will finalize the report after receiving any review comments from the design team.
- HWA will provide project management and correspondence with the design team as necessary.

Assumptions:

- The exploration locations will be identified by taping from known locations and surveyed by others if required.
- The City will obtain the permission and permits to access the proposed exploration locations.
- No confirmed soil testing will be completed.

Term of Agreement

The term of this Agreement begins when fully executed by all parties, and ends when work is completed and accepted by the City, unless amended by written agreement or terminated earlier under termination provisions.

2. PAYMENT

Payment is subject to the continuing appropriation authority of the Seattle City Council. Consultant agrees that there is no guarantee of a minimum amount of work or payment under this Contract.

The Consultant will be reimbursed at a rate outlined in Exhibit A. Total compensation under this Agreement shall not exceed **\$19,632.00**; unless modified by a written amendment to this Agreement. The parties agree that the hourly rate includes all direct, indirect and fixed fees for this project.

3. PROMPT PAYMENT

Every Consultant of any tier shall every small subconsultant (defined below) within 30 days for all completed, regardless of City payment. A small subconsultant includes those registered with the City of Seattle as a WMBE firm, certified by the King County Small Business Concern (SBC) Program, certified by the State of Washington as a Disadvantaged Business Enterprise (DBE) or as a Women or Minority Owned Business Enterprise (WMBE). The Consultant may withhold only the portion of amounts due that is for work in dispute.

4. CONTRACT PAYMENTS REPORTING REQUIREMENTS.

When submitting each invoice to the City for payment, the Consultant must submit an on-line Sub-Consultant Payment Report at <http://web6.seattle.gov/FAS/CIDCC> . A unique Purchase Order number is required, which may be obtained from the City Project Manager or from <http://web6.seattle.gov/fas/summitpan/R297/R297.aspx>.

5. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City: Seattle Parks and Recreation Natural Resources Unit
ATTN: Doug Critchfield, Manager
1600 S. Dakota St.
Seattle, WA 98108

If to the Consultant: Environmental Science Associates
Attn: Lisa A. Wolfson
5300 Shilshole Avenue, Suite 200
Seattle, WA 98107

6. PROTECTION OF PERSON AND PROPERTY

Consultant is responsible for protecting its person and property at all times, including but not limited to supplies and equipment to perform services hereunder; Consultant releases and agrees to hold the City harmless from liability for losses or damages of any kind sustained by Consultant in performing the services required hereunder.

7. INDEMNIFICATION

Consultant does hereby release and shall defend, indemnify, and hold the City and its employees and agents harmless from all losses, liabilities, claims (including claims arising under federal, state or local environmental laws), costs (including attorneys' fees), actions or damages of any sort whatsoever arising out of the Consultant's performance of the services contemplated by this Agreement to the extent attributable to the negligent acts or omissions, willful misconduct or breach of this Agreement by the Consultant, its servants, agents, and employees. In furtherance of these obligations, and only with respect to the City, its employees and agents, the Consultant waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, worker's compensation, disability, employee benefit or similar laws. The Consultant acknowledges that the foregoing waiver of immunity was mutually negotiated and agrees that the indemnification provided for in this section shall survive any termination or expiration of this Agreement.

8. INSURANCE

☐ **No insurance certification is required.** Consultant will maintain premises and vehicle liability insurance in force with coverages and limits of liability that would generally be maintained by similarly situated consultants, and workers compensation insurance as required by Washington statutes.

☒ **Insurance certification required.** See Addendum: INSURANCE REQUIREMENTS AND TRANSMITTAL FORM.

9. TAXES AND LICENSES

Consultant shall obtain and pay all federal, state and local licenses required for the services rendered under this Agreement. Consultant shall pay all taxes arising out of or connected with the service described herein, and otherwise fulfill all statutory fiscal obligations required by law.

10. CONTRACTUAL RELATIONSHIP

The Consultant is an independent contractor and is not intended to act in any way as a City employee. The parties agree the City has neither direct nor immediate control over the Consultant or the right to control the manner or means by which the Consultant performs the work. Neither the Consultant nor any Consultant employee is deemed an employee of the City for any purpose. The Consultant is not authorized to act as an agent or legal representative of the City for any purpose. The Consultant is not granted express or implied right or authority to assume or create obligation or responsibility on behalf of or in the name of the City or to bind the City.

11. ASSIGNMENT

Rights granted by this Agreement are personal in nature and may not be assigned or subcontracted without the written consent of the City.

12. TERMINATION

The City may terminate the whole or part of this Agreement by written notice. This includes but is not limited to such reasons as Consultant failure to meet schedules specified herein, if timely completion is improbable, impossible, not feasible or illegal or for City's convenience.

13. DEBARMENT

The City may debar the Consultant pursuant to the provisions of SMC Ch. 20.70. Consultant confirms it is not debarred from any Federal contract nor has any subconsultant used to perform this work. Debarment shall be verified at <https://www.sam.gov>. Consultant shall keep proof of such verification within the Consultant records.

14. CHANGE

Either party may request changes to this Agreement. If the parties agree, such changes mutually agreed upon by and between the City and Consultant, shall be incorporated into the Amendment when signed by both parties.

15. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws, ordinances, rules and regulations and orders of the Federal government, State of Washington, King County and The City of Seattle. Consultant shall also abide by all rules, regulations and directives of the same or of any administrative agency with jurisdiction over the subject matter of this Agreement.

16. RECYCLED CONTENT PAPER

Whenever practicable, Consultant shall use recycled products including 100% recycled content paper and duplex any documents produced for the City.

17. EXECUTORY AGREEMENT

This Agreement becomes effective when executed by the parties.

18. EQUAL EMPLOYMENT OPPORTUNITY

Consultant shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Consultant shall take affirmative efforts to ensure that applicants

are employed, and that employees are treated during employment, without regard to their race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap. Such efforts shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

Upon request, Consultant shall furnish a report to the City Purchasing and Contracting Services Director of affirmative efforts to implement this section, and will permit access to employment records, employment advertisements, application forms, other pertinent data and records as requested for investigation of compliance with this section.

The Consultant affirms compliance with all applicable federal, state, and local non-discrimination laws, including SMC Ch. 20.42. Violation of this section is a material breach for which the Consultant may be subject to damages and sanctions provided by the Agreement and applicable law, including but not limited to debarment from City contracting in accordance with SMC Ch. 20.70.

This section shall be inserted in all subcontracts.

19. WOMEN AND MINORITY BUSINESS

Consultant shall use all good faith efforts to promote and seek utilization of woman and minority businesses for any subcontracting within the contract scope of work. Efforts may include use of solicitations lists, advertisements in minority community publications, breaking requirements into tasks or quantities that promote WMBE utilization, making schedule or requirement modifications likely to assist WMBE firms, targeted recruitment, using minority community and public organizations to perform outreach.

Any violation of this section, or a violation of SMC Ch. 14.04, SMC Ch. 14.10, SMC Ch. 20.42, SMC Ch. 20.45, or other local, state or federal non-discrimination laws is a material breach for which the Consultant may be subject to damages and sanctions provided by the Agreement and applicable law. Consultants in violation of the requirements may be subject to debarment from City contracting in accordance with SMC Ch. 20.70.

20. CONSULTANT PERFORMANCE EVALUATION

Consultant's performance will be evaluated at contract conclusion. The City's Consultant Performance Evaluation form can be: <http://www.seattle.gov/contracting/docs/ccPE.doc>

21. MISCELLANEOUS PROVISIONS

If the City determines it is in the City interests for the Consultant to Work on City premises and/or with City equipment, the City may provide such premises and equipment. Such premises and equipment are provided exclusively for the project and shall not be used for any other Consultant purpose.

In such event, the Consultant remains independent and is not acting in the capacity of a City employee. The Consultant will not work on-site at City offices for more than 36 consecutive months without written authorization from the City Project Manager. The Consultant shall notify the City Project Manager if s/he or any other Workers are known to be within 90 days of a consecutive 36-month placement on City property. If the City determines the use of City premises or equipment is not necessary to complete the Work, the Consultant will be required to work from its own office space or in the field, as necessary. The City reserves the right to negotiate a reduction in Consultant fees or charge a rental fee, based on the

actual costs to the City, for the use of City premises or equipment.

[RESERVED] Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and to the extent that the applicable provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the provisions of the ADA prevail unless approval for an exception is obtained by a formal documented process. In instances where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the applicable code provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CONSULTANT

THE CITY OF SEATTLE

By _____

Signature

Date

Molly Adolfson

Type or Print Name

Senior Vice-President

Title

By _____

Signature

Date

Dan Johnson

Type or Print Name

Director

Title

City of Seattle Business License Number: _____

Washington State Unified Business Identifier Number (UBI): _____

Attachment: *Final Consultant Contract Payments Reporting Form* (optional)

EXHIBIT – A

ESA
Budget Proposal
Version: V1

Project No.: Project Manager: Lisa Adolfsen
Project Title: Cheasty Greenspace Environmental Review Contract No.:
Client: Seattle Parks & Rec Location: Seattle
Budget Total:

	Rate:	Project Manager Adolfsen Hours	Sr Wildlife Biologist Logan Hours	Wetland Biologist Hoffman Hours	GIS Technician Pierce Hours	Project Administrator Wade Hours	Expenses:			Totals	
							Units	Rate	Cost	Hours	Cost
Task 1	Map and Literature Review	1.00	2.00	6.00	2.00					11.00	\$1,197
Task 2	Habitat Assessment	2.00	10.00				20	\$0.565	\$11	22.00	\$2,674
Task 3	Wetland Reconnaissance	1.00	12.00		2.00	4.00	20	\$0.565	\$11	33.00	\$3,751
Task 4	Geotechnical Services	2.00								2.00	\$306
											\$0
HWA Geosciences											\$11,681
Expenses											\$23
Subtotal Hours											68.00
Subtotal Cost											\$19,632
Project Totals											\$19,632

DRAFT